



DONALD L. WOLFE, Director

# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331  
Telephone: (626) 458-5100  
www.ladpw.org

ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

April 10, 2007

IN REPLY PLEASE  
REFER TO FILE: **LD-1**

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

### **HABITAT PRESERVATION AUTHORITY-COUNTY COOPERATIVE AGREEMENT SUPERVISORIAL DISTRICT 1 3 VOTES**

#### **IT IS RECOMMENDED THAT YOUR BOARD:**

1. Find that this project is exempt from the provisions of the California Environmental Quality Act.
2. Authorize the Director of Public Works to enter into the enclosed Agreement with Puente Hills Landfill Native Habitat Preservation Authority (Habitat Authority) to assume the obligations set forth in the Subdivision Improvement Agreement for Tract No. 48632, including the construction of street improvements, in the event such property ceases to be used for open space, habitat restoration, other biological preservation activities consistent with open space management, and passive recreational use.

#### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Habitat Authority has acquired vacant land located in the unincorporated territory of the County of Los Angeles for open space, habitat restoration, other biological preservation activities consistent with open space management, and passive recreational uses. The land is subject to a recorded subdivision map, Tract No. 48632, and a Subdivision Improvement Agreement for the construction of street improvements and appurtenant structures. The Subdivision Improvement Agreement is secured by bonds posted by the subdivider of Tract No. 48632. In consideration for the County's release of the subdivider's bonds, Habitat Authority proposes to assume the subdivider's obligations

under the Subdivision Improvement Agreement in the event it ever ceases to use the property for open space, habitat restoration, other biological preservation activities consistent with open space management, and passive recreational purposes. Habitat Authority further proposes to pledge the amount of the bonds from funds already on deposit with the County as security for the performance of its obligations.

The purpose of the enclosed Agreement is to memorialize these commitments.

### **Implementation of Strategic Plan Goals**

This action meets the County's Strategic Plan Goal of Community Services by facilitating the acquisition of lots 1-6, Tract No. 48632, by the Habitat Authority, the assumption of the obligations under the Subdivision Improvement Agreement, and the release of the bonds.

### **FISCAL IMPACT/FINANCING**

No negative fiscal impact.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The property acquired by the Habitat Authority is entitled with a six-lot residential subdivision, Tract No. 48632. As a condition of approval of this subdivision, the County required the subdivider to construct certain street improvements and appurtenant structures to serve the subdivision. When the final map for Tract No. 48632 was recorded, the subdivider was required to enter into a Subdivision Improvement Agreement to construct these improvements and to submit bonds to secure the subdivider's construction obligations.

Since the property is no longer owned by the subdivider, the subdivider has requested that its bonds be released.

The enclosed Agreement, which has been reviewed and approved as to form by County Counsel, provides for the County to release the subdivider's bonds within 30 days of the execution of the Agreement.

In exchange, Habitat Authority will execute and deliver a covenant and deed restriction, substantially similar to Exhibit B to the Agreement, in favor of the County of Los Angeles to hold the six lots comprising Tract No. 48632 as one parcel and restricting use of these lots to open space, habitat restoration, other biological preservation activities consistent with open space management, and passive recreational uses, which include trails and trailheads.

The Honorable Board of Supervisors  
April 10, 2007  
Page 3

The Agreement further provides that the Habitat Authority shall assume the subdivider's obligations under the Subdivision Improvement Agreement, to construct the street improvements and appurtenant structures, in the event it ever ceases to use the property for open space, habitat restoration, other biological preservation activities consistent with open space management, and passive recreational uses. To secure the performance of these obligations, Habitat Authority will pledge an amount equal to the amount of the subdivider's bonds from designated funds already on deposit with the County.

The Subdivision Map Act, Government Code Section 66499 specifically authorizes a Subdivision Improvement Agreement to be secured by a deposit of money with the County.

#### **ENVIRONMENTAL DOCUMENTATION**

The California Environmental Quality Act requires public agency decision makers to document and consider the environmental implications of their actions. The proposed project is categorically exempt pursuant to Class 13 of the Environmental Reporting Procedures and Guidelines adopted by your Board on November 17, 1987, and Section 15313 of the California Environmental Quality Act guidelines.

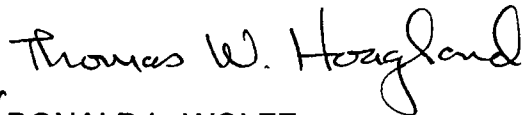
#### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

No adverse impact.

#### **CONCLUSION**

Please return two adopted copies of this letter to Public Works.

Respectfully submitted,



for DONALD L. WOLFE  
Director of Public Works

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Enc.

cc: Chief Administrative Office  
County Counsel

## AGREEMENT

THIS AGREEMENT, made the \_\_\_\_\_ day of \_\_\_\_\_, 2007, by and between PUENTE HILLS LANDFILL NATIVE HABITAT PRESERVATION AUTHORITY, a joint powers agency (hereinafter referred to as AUTHORITY), and the COUNTY OF LOS ANGELES, a political subdivision of the State of California (hereinafter referred to as COUNTY).

## RECITALS

WHEREAS, AUTHORITY is a joint powers agency entered into in 1994 by and among the County of Los Angeles, City of Whittier, and County Sanitation District No. 2 of Los Angeles County for the purpose of acquiring, restoring, and/or maintaining additional open space lands in the Puente/Whittier Hills area; and

WHEREAS, AUTHORITY desires to acquire vacant land located in unincorporated Los Angeles County, which property is legally described as Lots 1 through 6, inclusive, Tract No. 48632, as per map recorded in Book 1190, pages 32 to 34 of Maps in the office of the Registrar-Recorder/County Clerk of the County of Los Angeles (hereinafter referred to as PROPERTY); and

WHEREAS, PROPERTY is situated within the Turnbull Canyon watershed, contains important natural resources and is located adjacent to other public open space; and

WHEREAS, PROPERTY was subdivided by Turnbull Skyline, a California Limited Partnership (hereinafter referred to as SUBDIVIDER), as Tract No. 48632; and

WHEREAS, as a condition of approval of the final map for Tract No. 48632, the COUNTY required SUBDIVIDER to enter into a Subdivision Improvement Agreement (hereinafter referred to as IMPROVEMENT AGREEMENT) to complete certain street improvements and appurtenant structures and to post performance and labor and material bonds, in the total amount of Two Hundred Sixty-three Thousand One Hundred Seventy-nine and 00/100 Dollars (\$263,179.00), to secure performance of the obligations set forth in IMPROVEMENT AGREEMENT. A copy of IMPROVEMENT AGREEMENT is attached hereto as Exhibit A; and

WHEREAS, SUBDIVIDER has requested that upon acquisition of PROPERTY by AUTHORITY that COUNTY release the bonds; and

WHEREAS, AUTHORITY intends to hold PROPERTY in its natural condition as public open space and for passive recreational purposes; and

WHEREAS, AUTHORITY has money on deposit with COUNTY (hereinafter referred to as AUTHORITY FUNDS) in an amount, as of the date of this Agreement, of approximately Thirteen Million and 00/100 Dollars (\$13 million); and

WHEREAS, AUTHORITY and COUNTY desire to enter into this Agreement (AGREEMENT) in order to facilitate the acquisition of PROPERTY by AUTHORITY, the assumption of the obligations under IMPROVEMENT AGREEMENT by AUTHORITY, and the release of the bonds.

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms, conditions, and restrictions contained herein, AUTHORITY and COUNTY agree as follows:

**A. Agreement:**

1. AUTHORITY hereby agrees to execute and deliver a covenant and deed restriction, substantially similar in form and content to Exhibit B, in favor of COUNTY to hold the six (6) lots comprising Tract No. 48632 as one (1) parcel and restricting use of PROPERTY to open space, habitat restoration, other biological preservation activities consistent with open space management, and passive recreational uses, which include trails and trailheads.
2. AUTHORITY agrees to assume SUBDIVIDER'S obligations as set forth in IMPROVEMENT AGREEMENT with the exception that AUTHORITY shall not be required to complete the improvements required by IMPROVEMENT AGREEMENT unless or until such time as PROPERTY ceases to be used for open space, habitat restoration, other biological preservation activities consistent with open space management, and passive recreational uses.
3. The parties agree that AUTHORITY'S development of trails, a trailhead, and other passive recreational improvements on the PROPERTY will not trigger any of its obligations under IMPROVEMENT AGREEMENT, provided, however, that nothing in this paragraph shall be construed as excusing AUTHORITY from complying with any conditions imposed by COUNTY including the construction of any street improvements and appurtenant structures, if applicable, on any permits or other land use approvals required from COUNTY for any such improvements by AUTHORITY.
4. AUTHORITY agrees to pledge the amount of Two Hundred Sixty-three Thousand One Hundred Seventy-nine and 00/100 Dollars (\$263,179.00) from AUTHORITY FUNDS to secure the obligations set forth in IMPROVEMENT AGREEMENT. AUTHORITY agrees that if it defaults on any of the obligations of IMPROVEMENT AGREEMENT, as modified by Section A, paragraph 2, above, COUNTY may satisfy any costs it may incur to complete the improvements required by IMPROVEMENT AGREEMENT and/or otherwise cure AUTHORITY'S default from AUTHORITY SECURITY, after giving notice to the AUTHORITY of COUNTY'S intention to do so.

5. AUTHORITY agrees that the balance of AUTHORITY FUNDS shall not decrease below Two Hundred Sixty-three Thousand One Hundred Seventy-nine and 00/100 Dollars (\$263,179.00) and that COUNTY is authorized to refuse to make any disbursement from AUTHORITY FUNDS, which would cause the balance of the AUTHORITY FUNDS to decrease below said amount, except for disbursements made for the purpose of completing the improvements required by IMPROVEMENT AGREEMENT and/or otherwise curing a default by AUTHORITY, as provided for in Section A, paragraph 3, above.
6. COUNTY agrees to release SUBDIVIDER'S bonds within thirty (30) days after the execution of this AGREEMENT by both parties.

**B. Condition Precedent:**

The parties agree that the provisions of Section A above will become binding only upon recordation of the deeds transferring title of PROPERTY to AUTHORITY.

**C. Miscellaneous:**

1. Controlling Law: This AGREEMENT shall be governed by and interpreted in accordance with the laws of the State of California.
2. Notices: Any notice, demand, request, covenant, approval, or other communication to be given by one party to the other shall be given by personal service, telegram, or express mail, Federal Express, DHL, UPS or any other similar form of airborne/overnight delivery service, or mailing in the United States mail, postage prepaid, certified, and return receipt requested, addressed to the parties at their respective addresses as follows:

**AUTHORITY:**

Puente Hills Landfill Native  
Habitat Preservation Authority  
Attention Ms. Andrea Gullo, Executive Director  
7702 Washington Avenue, Suite C  
Whittier, California 90602

COUNTY:

County of Los Angeles  
Department of Public Works  
Attention Director of Public Works  
P.O. Box 1460  
Alhambra, California 91802-1460

Any such notice shall be deemed to have been given upon delivery or seventy-two (72) hours after deposit in the mail as aforesaid. Any party may change the address at which it desires to receive notice upon given written notice of such request to the other parties.

3. Severability: If any provision of this AGREEMENT, or the application thereof to any person or circumstances, is found to be invalid, the remainder of the provisions of this AGREEMENT, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.
4. Waiver, Modification: No delay on the part of any party hereto in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of any party hereto of any right, power, or privilege hereunder operate as a waiver of any other right, power, or privilege hereunder, nor shall any single or partial exercise of any right, power, or privilege hereunder, preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder. A modification of any provision herein contained, or any other amendment to this AGREEMENT, shall be effective only if the modification is in writing and signed by the parties.
5. Successors: Subject to any restrictions on assignment in this AGREEMENT, the covenants, terms, conditions, and restrictions of this AGREEMENT shall be binding upon and inure to the benefit of the parties hereto and each of their respective successors and assigns.
6. Construction: Headings at the beginning of any section, paragraph, and subparagraph are solely for the convenience of the parties and are not a part of this AGREEMENT. Any reference to a section herein includes all paragraphs and subparagraphs thereof. This AGREEMENT shall not be construed as if it had been prepared by either party, but rather as if both parties had prepared the same.

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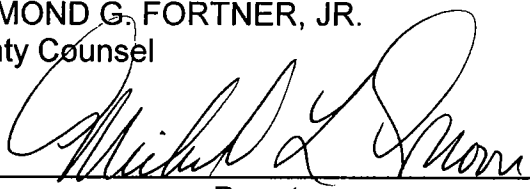
IN WITNESS WHEREOF, the parties have executed this AGREEMENT the day and year first above written.

COUNTY OF LOS ANGELES

BY \_\_\_\_\_  
Director of Public Works

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.  
County Counsel

By  \_\_\_\_\_  
Deputy

PUENTE HILLS LANDFILL NATIVE  
HABITAT PRESERVATION AUTHORITY,  
a joint powers agency

By \_\_\_\_\_  
Andrea Gullo, Executive Director

APPROVED AS TO FORM:

By \_\_\_\_\_

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LOS ANGELES COUNTY  
PUBLIC WORKS DEPARTMENT  
MULTIPLE AGREEMENT

For Tract/Block Map No. 48632

THIS AGREEMENT, made and entered into on April 10, 19 92, by and between the  
COUNTY OF LOS ANGELES, State of California, acting by and through the Director of Public Works, hereinafter called the COUNTY,  
and Turnbull/Skyline, a California Limited Partnership  
(Name)

2440 S. Hacienda Blvd. #223

(Address)

Hacienda Heights, Ca. 91745-4770

hereinafter called the SUBDIVIDER.

WITNESSETH:

FIRST: The SUBDIVIDER for and in consideration of the approval of the final map of that certain land division known as Tract  
No./Block Map No. 48632 hereby agrees, at the SUBDIVIDER'S own cost and expense, to  
furnish all labor, materials and equipment necessary to perform and complete, and within twenty-four (24) months from the date  
of filing of said map, to perform and complete in a good and workmanlike manner, for the COUNTY where applicable, the following  
improvement(s) and/or work checked below, to wit:

- ☐ A 5-foot CHAIN LINK FENCE per latest revision of Standard Plan for Public Works Construction No. 600 at the rear  
and/or side of lots/parcels \_\_\_\_\_

\_\_\_\_\_ (inclusive) adjacent to \_\_\_\_\_

The estimated cost of this work is the sum of \_\_\_\_\_

\_\_\_\_\_ dollars

(\$ \_\_\_\_\_).

- ☐ A COMBINATION MASONRY WALL AND CHAIN LINK FENCE per County Engineer Standard D-63 at the rear and/or side of  
lots/parcel \_\_\_\_\_

\_\_\_\_\_ (inclusive) adjacent to \_\_\_\_\_

The estimated cost of this work is the sum of \_\_\_\_\_

\_\_\_\_\_ dollars

(\$ \_\_\_\_\_).

Chapter 13 cont.

☐ A 5-foot MASONRY WALL per County Engineer Standard D-65 at the rear and/or side of lots/parcels \_\_\_\_\_  
\_\_\_\_\_ (Inclusive) adjacent to  
\_\_\_\_\_. The  
estimated cost of this work is the sum of \_\_\_\_\_  
\_\_\_\_\_ dollars  
(\$ \_\_\_\_\_).

☒ CORRECTIVE GEOLOGIC IMPROVEMENTS. Said work shall be done under the provisions of Title 26 of the Los Angeles County Code. The estimated cost of this work is the sum of FIFTY-FOUR THOUSAND EIGHT  
HUNDRED FIFTY-THREE dollars  
(\$ 54,853.00).

☐ SANITARY SEWERS and appurtenances thereto, under Private Contract No. \_\_\_\_\_  
In streets and/or rights of way. In addition, SUBDIVIDER hereby offers said improvement for dedication. The  
estimated cost of this work is the sum of \_\_\_\_\_  
\_\_\_\_\_ dollars  
(\$ \_\_\_\_\_).

☐ STORM DRAINS and appurtenances thereto, under Private Drain No. \_\_\_\_\_  
In streets and/or rights of way. In addition, SUBDIVIDER hereby offers said improvement for dedication. The  
estimated cost of this work is the sum of \_\_\_\_\_  
\_\_\_\_\_ dollars  
(\$ \_\_\_\_\_).

☐ Setting of SURVEY MONUMENTS and tie points and furnishing to the Director of Public Works the notes for said points, according to the provisions of Title 21 of the Los Angeles County Code regulating division and mapping of land, and paying the surveyor or engineer of record or his authorized substitute of the work performed by him and notice subdivider and County Engineer when monuments have been set as provided for in Division 2, Chapter 4, Article 9 of Title 7 of the Government Code, (the Subdivision map Act). The estimated cost of this work is the sum  
of \_\_\_\_\_  
\_\_\_\_\_ dollars

(\$ \_\_\_\_\_).

- ☒ WATER SYSTEM FACILITIES including pump stations, water tanks, water mains, water wells, fire hydrants, and all other appurtenances thereto, in dedicated public streets, private streets and easements, in accordance with plans and specifications consistent with the design requirements and standard specifications governing the installation of water systems as filed by the County Engineer with the Clerk of the Board of Supervisors of the COUNTY OF LOS

ANGELES. The estimated cost of this work is the sum of Fourty Thousand Six Hundred  
dollars

(\$ 40,600.00).

- ☒ ROAD IMPROVEMENTS in accordance with the Road Plans for said land division filed in the office of the Director of Public Works and to do all work incidental thereto according to the standard Specifications for Public Works Construction, as amended, which are hereby made a part of this agreement. The estimated cost of this work and

Improvements is the sum of Fifty Eight Thousand  
dollars

(\$ 58,000.00).

- ☐ STREET TREE IMPROVEMENTS in accordance with the Road Plans for said land division filed in the office of the Director of Public Works and to do all work incidental thereto according to the Standard Specifications for Public Works Construction, as amended, which are hereby made a part of this part of this agreement. The estimated cost of this

work and improvements is the sum of \_\_\_\_\_  
dollars

(\$ \_\_\_\_\_).

- ☒ Private Road and Fire Lane Pavement

The estimated cost of this work is the sum of Twenty Two Thousand  
dollars

(\$ 22,000.00).

- ☐ \_\_\_\_\_  
The estimated cost of this work is the sum of \_\_\_\_\_

\_\_\_\_\_ dollars  
(\$ \_\_\_\_\_).

Chapter 13 cont.

The above mentioned improvement(s) to be constructed within and without the boundaries of said land division according to plans and/or applicable standards on file in the office of the Director of Public Works and/or other County officials as applicable and hereby made a part of this contract as fully as though set forth herein. That said work shall be done under the inspection of, and to the satisfaction of, the Director of Public Works and/or other county official as applicable, and shall not be deemed completed until approved and accepted as complete by the COUNTY. Said acceptance of the improvements shall also constitute acceptance of any offer of dedication contained herein.

SECOND: That the COUNTY shall not, nor shall any officer or employee thereof, be liable or responsible for any accident, loss or damage happening or occurring to the work specified in this agreement prior to the completion, approval, and/or acceptance of same; nor shall the COUNTY, nor any officer or employee thereof, be liable for any persons or property injured by reason of said work or by reason of the acts or omission of the SUBDIVIDER, his agents or employees, in performance of said work. All of said liabilities shall be assumed by the SUBDIVIDER. The SUBDIVIDER further agrees to indemnify, defend and save harmless the COUNTY, its agents, officers and employees from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with the SUBDIVIDER'S operations, or its services hereunder, including any workers' compensation suits, liability, or expense, arising from or connected with services by any person pursuant to this agreement, or arising out of the use of any patent or patented article in the construction of said work.

THIRD: The SUBDIVIDER hereby grants to the COUNTY, the Surety upon any Bond, the financial institution of any improvement security, and to the agents, employees, and contractor of them the irrevocable permission to enter upon the lands of the subject land division for the purpose of completing the improvement. The permission shall terminate in the event that the SUBDIVIDER, financial institution, or the Surety has completed the work within the time specified or any extension thereof granted by the Director of Public Works.

FOURTH: It is further agreed that the SUBDIVIDER will at times from the approval of said land division to the completion and acceptance of said work or improvement by the COUNTY, give good and adequate warning of each and every dangerous condition caused by the construction of said improvements and will protect the traveling public therefrom.

FIFTH: It is further agreed that the SUBDIVIDER shall have such control of the ground/area reserved for the installation of such work, and the streets in which they are to be placed, as is necessary to allow him/her to carry out this agreement.

SIXTH: The SUBDIVIDER hereby agrees to pay for the inspection of such work and improvements as may be required by the Director of Public Works and/or other County official.

SEVENTH: The SUBDIVIDER shall give notice to the Director of Public Works at least 24 hours before beginning any work and shall furnish said Director of Public Works all reasonable facilities for obtaining full information respecting the progress and manner of work.

EIGHTH: The SUBDIVIDER agrees to grant to the COUNTY such easements as are necessary for the upkeep and maintenance by the COUNTY of the improvements agreed to be constructed herein.

NINTH: The SUBDIVIDER shall perform any changes or alterations in the construction and installation of such improvements required by the COUNTY, provided that all such changes or alterations do not exceed ten percent of the original total estimated cost of such improvements. Said cost is to be borne by the SUBDIVIDER.

TENTH: The SUBDIVIDER shall guarantee such improvements for a period of one year following the completion by the SUBDIVIDER and acceptance by the COUNTY against any defective work or labor done, or defective materials furnished, in the performance of this agreement by the SUBDIVIDER.

Chapter 13 cont.

ELEVENTH: The SUBDIVIDER hereby agrees that all work on any County Highway, which existed prior to the filing of said map, shall be completed in accordance with the terms and provisions of Title 16, Division 1, of the Los Angeles Code (Highway Permits). Said Code requires, in part, that once work is commenced, it shall be prosecuted in a diligent and workmanlike manner to completion. If the COUNTY determines that the SUBDIVIDER has failed to perform as therein specified, the COUNTY reserves the right to exclude the SUBDIVIDER from the site and complete the work contemplated by COUNTY forces or by separate contract. The SUBDIVIDER further agrees to reimburse the COUNTY for all charges accruing as a result of such construction by COUNTY forces or separate contract.

TWELFTH: It is further agreed that the SUBDIVIDER has filed with the COUNTY, an acceptable and sufficient improvement security in an amount not less than the estimated cost of the work and improvements, as above specified, for the faithful performance of the terms and conditions and guarantees of this agreement and has also deposited with the COUNTY a good and sufficient payment security for labor and materials in the amount prescribed by law to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code. If said improvement security or payment security becomes insufficient in the opinion of the COUNTY, the SUBDIVIDER agrees to renew said improvement security and/or payment security with good and sufficient improvement security and/or payment security within ten days after receiving demand therefor.

THIRTEENTH: If the SUBDIVIDER neglects, refuses, or fails to prosecute the work with such diligence as to insure its completion within the time specified, or within such extensions of said time as have been granted by the Director of Public Works, or if the SUBDIVIDER violates or neglects, refuses, or fails to perform satisfactorily any of the provisions of the plans and specifications, he shall be in default of this agreement and notice in writing of such default shall be served upon him and upon any Surety or financial institution in connection with this contract. The Director of Public Works, and/or other County official, shall have the power to terminate all rights of the SUBDIVIDER in such contract, but said termination shall not affect or terminate any of the rights of the COUNTY as against the SUBDIVIDER, financial institution, or Surety then existing or which thereafter accrue because of such default. The determination by the Director of Public Works of the question as to whether any of the terms of the contract or specifications have been violated, or have not been performed satisfactorily, shall be conclusive upon the SUBDIVIDER, his surety, and any and all other parties who may have any interest in the contract or any portion thereof. The foregoing provisions of this section shall be in addition to all other rights and remedies available to the COUNTY under law.

FOURTEENTH: In case suit is brought upon this contract, the SUBDIVIDER hereby agrees to pay to the COUNTY reasonable attorney's fees to be fixed by the Court.

FIFTEENTH: It is further agreed by and between the parties hereto, including the Surety or Sureties on any Bond attached to this contract or the financial institution guaranteeing the improvement security, that in the event it is deemed necessary by the COUNTY to extend the time of completion of the work contemplated to be done under this contract, said extension may be granted by the Director of Public Works either at his own option or upon request of the SUBDIVIDER, and shall in no way affect the validity of this contract or release the Surety or Sureties on any Bond attached hereto or the financial institution guaranteeing the improvement security. SUBDIVIDER further agrees to maintain said improvement security and payment security in full force and effect during the terms of this agreement, including any extensions of time as may be granted therein.

SIXTEENTH: Before the SUBDIVIDER files the final improvement plans for the various types of improvements described herein, in the discretion of, and under conditions approved by the Director of Public Works, the SUBDIVIDER may file detailed pre-final improvements plans. Such pre-final plans, following approval by the Director of Public Works, may be submitted to meet the requirements for the clearance of the final map. The SUBDIVIDER agrees to make such changes in the pre-final improvement plans as may be required by the Director of Public Works within ninety (90) days following recordation of the final map, and to replace said pre-final plans with final improvement plans, approved by the Director of Public Works, before the SUBDIVIDER can apply for construction-inspection permit. It is agreed by and between the parties hereto, including the Surety or Sureties on any bond attached to this contract or the financial institution guaranteeing the improvement security that any such changes to the pre-final plans shall not be deemed to be a change or alteration in any respect to the SUBDIVIDER'S original obligations herein.

Chapter 13 cont.

SEVENTEENTH: It is further agreed by and between the parties hereto that this contract firmly binds the parties, their heirs, executors, administrators, successors or assigns, jointly and severally.

IN WITNESS there by, SUBDIVIDER has affixed his name and seal.

Turnbull Skyline, A California Limited Partnership

By: David B. Brearley

(Seal)

David B. Brearley, President

Ivanhoe Energy Services & Development, Inc.  
General Partner

By \_\_\_\_\_

Note: All signatures must be acknowledged before a notary public. (Attach appropriate acknowledgments jurats.)

Approved as to form

COUNTY COUNSEL

By

Patty Hyde  
Deputy

Accepted on behalf of the County of Los Angeles By DIRECTOR OF PUBLIC WORKS

By

William J. Stonemeyer  
Deputy

Date

4-4-95

**INDIVIDUAL ACKNOWLEDGMENT - CORPORATION**

NO. 201

State of California  
County of Los Angeles } SS.

On this the 10th day of April, 1992, before me,

Donna S. Steinmetz

the undersigned Notary Public, personally appeared

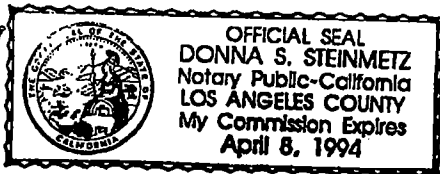
David B. Bawley, President  
Ivanhoe Energy Services & Development Inc.

☐ personally known to me

☒ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is subscribed to the  
within instrument, and acknowledged that he executed it.

WITNESS my hand and official seal.



Donna S. Steinmetz  
Notary's Signature

**ATTENTION NOTARY:** Although the information requested below is **OPTIONAL**, it could prevent fraudulent attachment of this certificate to another document.

THIS CERTIFICATE  
MUST BE ATTACHED  
TO THE DOCUMENT  
DESCRIBED AT RIGHT:

Title or Type of Document Multiple Agreement Lease #1822

Number of Pages 3 Date of Document 4/10/92

Signer(s) Other Than Named Above N/A



## EXHIBIT B

RECORDING REQUEST BY  
AND MAIL TO:

County of Los Angeles  
Department of Public Works  
Land Development Division  
P.O. Box 1460  
Alhambra, California 91802-1460

Space above this line is for Recorder's use

### DEED RESTRICTION AND COVENANT AND AGREEMENT TO HOLD PROPERTY AS ONE PARCEL

The Puente Hills Landfill Native Habitat Preservation Authority, a joint exercise of powers entity ("Owner") hereby certifies that it is the owner of real property located in the County of Los Angeles, State of California that is legally described as follows: Lots 1 through 6, inclusive, Tract 48632, as per map recorded in Book 1190, Pages 32 to 34, of Maps, in the office of the Registrar-Recorder/County Clerk of the County of Los Angeles ("Subject Property").

Owner hereby agrees and covenants with the County of Los Angeles that the Subject Property shall be held as one parcel and that no portion shall be sold separately.

Owner hereby further agrees and covenants that it shall limit the use of the Subject Property to open space, habitat restoration, other biological preservation activities consistent with open space management, and passive recreational uses, which include trails and trailheads, and that said property shall be used for no other purposes.

This deed restriction shall not restrict Owner from entering into an agreement for a lot line adjustment or conveyance of an easement with the owner of 14308 Skyline Drive, Hacienda Heights, CA 91745 ("Adjacent Property"), located adjacent to Lot 1 of Tract 48632, for the purpose of resolving the encroachment on Lot 1 of Tract 48632 of a manufactured and landscaped slope and concrete swale which were constructed for the benefit of the Adjacent Property.

This covenant and agreement shall run with all of the Subject Property and shall be binding upon Owner, and future owners, encumbrancers, their successors, heirs or assignees and shall continue in effect until released by the authority of the Director of Public Works of the County of Los Angeles.

Puente Hills Landfill Native Habitat  
Preservation Authority

By: 

Andrea Gullo

Name

Executive Director

Title

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

Los Angeles

SS.

On

3/20/07

before me,

Juan C. Villalobos, Notary Public

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared

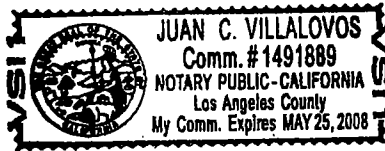
Andrea Gullo

Name(s) of Signer(s)

☐ personally known to me

☒ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal

[Signature]  
Signature of Notary Public

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

### Description of Attached Document

Title or Type of Document:

Deed, Restriction and Covenant and Agreement to Hold Property As One Parcel

Document Date:

Number of Pages:

1

Signer(s) Other Than Named Above:

### Capacity(ies) Claimed by Signer

Signer's Name:

☐ Individual

☐ Corporate Officer — Title(s):

☐ Partner — ☐ Limited ☐ General

☐ Attorney-in-Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other:

Signer Is Representing:

RIGHT THUMBPRINT  
OF SIGNER

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